NEGLIGENCE—LIABILITY OF RAILWAYS FOR INJURIES CAUSED BY TRAINS PROJECTING OVER THE PLATFORM.—In the recent case of *Norfolk & Western Railway Co.* v. *Hawkes*, 9 Va. Law Reg. 1060, it was held that a railroad employee of intelligence, whose duty it was to attend passenger trains and receive the mail pouch, and who, seeing the train approaching, stands near the edge of the platform, which is twelve feet wide, could not recover for an injury inflicted upon him by reason of being struck by the train which projected tortuously from one to ten inches over said platform; because his contributory negligence in standing so close barred his recovery; and the court quotes several cases holding that passengers under such circumstances cannot recover. *Chicago, B. & Q. R. R.* v. *Mahara*, 47 Ill. App. 208; *Matthews* v. *Penn. Ry. Co.*, 148 Pa. 491, 24 Atl. 67; *Dotson* v. *Erie R. Co.* (N. J. Err. & App.), 54 Atl. 827. A different rule is laid down in regard to passengers in the recent case of *Lehigh Valley R. R. Co.* v. *Dupont*, 128 Fed. Rep. 840, where the United States Circuit Court of Appeals for the second circuit held that a passenger has a right to assume that the platform is so related to the track that the train will not sweep over any part of it. To the same effect, *Dobiecki* v. *Sharp*, 88 N. Y. 203; *Archer* v. *R. R.*, 106 N. Y. 589, 13 N. E. 318.

MUNICIPAL LAW—LIABILITY OF CITY FOR DERELICTION OF OFFICERS IN LICENSING UNSAFE THEATRE—PUBLIC NUISANCE—IROQUOIS THEATRE FIRE.—The opinion of the Superior Court of Cook county by Holdom, J., sustained the demurrer to plaintiff's declaration on the ground that no action could be maintained against the city of Chicago under the averments of the declaration either upon the ground that the Iroquois Theatre, the scene of plaintiff's injuries, was a public nuisance, or that the city was liable for such injuries because of the dereliction of its officers in licensing the theatre before it had complied with the ordinances of the city in relation to its construction, or installing of fire apparatus, or the furnishing of egress in sufficient numbers for safe exit of its patrons in the case of fire.—*Chicago Legal News, July* 9, 1904.

CONSTITUTIONAL LAW—PORTO RICANS ARE NOT ALIENS—QUAERE: ARE THEY CITIZENS?—Logic and law often part company, although law bids her sister adieu with a sad smile that seems to express the hope that they may meet again some day. In the case of *Gonzales* v. *Williams*, 24 Sup. Court Reporter 177, the Supreme Court of the United States makes an additional ruling upon the status of the inhabitants of Porto Rico, in which it holds that a native of Porto Rico who was an inhabitant of that island at the time of its cession to the United States is not an alien immigrant within the meaning of the immigration act of 1891. The Chief Justice states that it is not necessary for the court to go into the question of whether the cession of Porto Rico accomplished the naturalization of its people, or whether a citizen of Porto Rico, under the Act of Congress creating a civil government for that island, is necessarily a citizen of the United States. The question before the court is not one of citizenship,

but rather one of alienage. The court states that it seems clear that the immigration act relates to persons owing allegiance to a foreign government and citizens or subjects thereof, and that citizens of Porto Rico, whose permanent allegiance is due to the United States, who live within the peace of the domain of the United States, the organic law of whose domicile was enacted by the United States and is enforced through officials sworn to support the Constitution of the United States, are not aliens, and upon their arrival at our ports are not alien immigrants. The court further points out that, instead of the immigration laws operating externally and adversely to the citizens of Porto Rico, these laws are in force and effect in that island.

This case specifically decides that the Porto Ricans are not aliens; but refuses to pass upon the question of citizenship. The logicians tell us that, owing to the lack of sharp definition in our concepts, there is often between ideas that are contrary, but not absolutely contradictory, a *tertium quid*. The Supreme Court seems to hold that the terms "aliens" and "citizens" are contraries, and that the Porto Ricans belong to that vague and indefinable class—the *tertium quid*. The status of the negro slave was somewhat similar, with the idea of chattel tacked on.

CRIMINAL LAW—PROSECUTIONS BY THE UNITED STATES AGAINST SENATOR DIETRICH, OF NEBRASKA.—On January 24th last, United States Judge Van Devanter handed down opinions in these cases: In the first he held that the words "next session," as used in Rev. St. section 1038 [U. S. Comp. St. 1901, p. 723], providing that the District Court may remit any indictment pending therein to the next session of the Circuit Court, are used so as to mean "next sitting," and not in the sense of "term." 126 Federal Reporter, p. 659. The indictment charging that Senator Deitrich and Jacob Fisher did unlawfully conspire to commit an offense against the United States, in that Deitrich agreed to take $1,300 from Fisher for procuring for Fisher the office of postmaster at Hastings, the court holds to be demurrable, in that the offense charged is a violation of Rev. St. section 1781 [U. S. Comp. St. 1901, p. 1212], making it unlawful for any member of Congress to take any money or other valuable consideration for procuring any office from the government, and can, therefore, not be made the basis of an indictment under Rev. St. section 5440 [U. S. Comp. St. 1901. p. 3676] for conspiracy. 126 Federal Reporter, p. 664. On the second indictment, which was brought under Rev. St. section 3739 [U. S. Comp. St. 1901, p. 2508], providing that no member or delegate of Congress should directly or indirectly hold or enjoy any contract made or entered into in behalf of the United States, the decision turned upon the point made by the defendant that this section did not apply to a contract which was entered into before the defendant became a senator, and which was, therefore, lawful at the time it was made. The court holds, however, that this lawful contract was terminated by the defendant becoming a member of Congress, and that by continuing to receive the benefits of the contract after his election he violated the section of the